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*Attorneys for Debtors  
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric  
Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead  
Case No. 19-30088 (DM).*

Bankruptcy Case No. 19-30088 (DM)

Chapter 11 (Lead Case) (Jointly Administered)

**DECLARATION OF JANET LODUCA IN  
SUPPORT OF THE APPLICATION PURSUANT  
TO 11 U.S.C. 327(e) AND FED. R. BANKR. P.  
2014(a) AND 2016 FOR ORDER AUTHORIZING  
THE DEBTORS TO RETAIN COBLENTZ PATCH  
DUFFY & BASS LLP AS SPECIAL COUNSEL  
NUNC PRO TUNC TO THE PETITION DATE**

Date: July 9, 2019

Time: 9:30 a.m. (Pacific Time)

Place: United States Bankruptcy Court  
Courtroom 17, 16th Floor  
San Francisco, CA 94102

Objection Deadline: July 2, 2019 at 4:00 p.m. (PT)

1 Pursuant 28 U.S.C. § 1746, I, Janet Loduca, hereby declare as follows:

2 On January 29, 2019 (the “**Petition Date**”), PG&E Corp. and Pacific Gas and Electric  
3 Company (the “**Utility**”), as debtors and debtors in possession (collectively, “**PG&E**” or the  
4 “**Debtors**”) each commenced with this Court a voluntary case under chapter 11 of title 11 of the  
5 United States Code (the “**Bankruptcy Code**”). I submit this Declaration in support of the Debtors’  
6 Application (the “**Application**”)<sup>1</sup>, pursuant to section 327(e) of the Bankruptcy Code and Rule  
7 2014(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), for authority to  
8 employ and retain Coblentz Patch Duffy & Bass LLP (“**Coblentz**” or the “**Firm**”) as special counsel  
9 to the Debtors effective *nunc pro tunc* as of January 29, 2019.

10 This Declaration is provided pursuant to Paragraph D.2 of the *U.S. Trustee Guidelines for*  
11 *Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. §*  
12 *330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013 (the “**Fee Guidelines**”).  
13 Except as otherwise indicated herein, the facts set forth in this Declaration are based upon my  
14 personal knowledge, information provided to me by the Debtors’ employees or advisors, or my  
15 opinion based upon knowledge and experience as Senior Vice President and General Counsel. I am  
16 authorized to submit this Declaration on behalf of the Debtors.

17 The Debtors recognize that a comprehensive review process is necessary when selecting and  
18 managing chapter 11 counsel to ensure that their bankruptcy professionals are subject to the same  
19 client-driven market forces, security, and accountability as professionals in non-bankruptcy  
20 engagements. Coblentz has extensive experience advising and representing the Debtors on various  
21 matters related to their real estate transactions and related matters. Specifically, Coblentz has  
22 advised the Debtors for over 30 years on issues related to Debtors’ the acquisition of improved and  
23 unimproved properties, the disposition of surplus properties, and the negotiation of all types of  
24 leases. Based on its experience and relationship with the Debtors, I believe that Coblentz is well  
25 qualified to perform the services described herein and in the Application efficiently and effectively.

26  
27 <sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to  
28 such terms in the Application.

1 Coblentz has confirmed to me that the Firm has not varied its PG&E billing rates or the  
2 material terms of this engagement because of these bankruptcy cases or the geographic location of  
3 these bankruptcy cases. Coblentz has advised me that its current customary U.S. hourly rates range  
4 from \$525 to \$1,100 for partners, \$540 to \$925 for counsel, \$375 to \$525 for associates, and \$165 to  
5 \$395 for paraprofessionals, which rates all have been reduced in accordance with the terms of this  
6 engagement. It is my understanding that Coblentz reviews and adjusts its billing rates annually,  
7 typically on or around January 1 of each year. Coblentz has advised me that it will inform the  
8 Debtors of any adjustment to its existing rate structure.

9 I am informed by Coblentz that its attorneys' billing rates are aligned with, or are below, the  
10 billing rates of its peer firms. To the extent that there is any disparity in such rates, however, I  
11 nevertheless believe that Coblentz's retention by the Debtors is warranted in these cases for the  
12 reasons set forth in the Debtors' Application.

13 I understand that Coblentz's fees and expenses will be subject to periodic review on a  
14 monthly, interim, and final basis during the pendency of these Chapter 11 Cases by, among other  
15 parties, a fee examiner or fee committee (if appointed), the Office of the United States Trustee and  
16 the Debtors, and in accordance with the terms of the Bankruptcy Code, the Bankruptcy Rules, the  
17 Bankruptcy Local Rules, and any orders of the Court governing the procedures for approval of  
18 interim compensation of professionals retained in these Chapter 11 Cases.

19 As Senior Vice President and General Counsel, I supervise and manage legal fees and  
20 expenses incurred by the Debtors' outside counsel. Either I or a senior lawyer in our legal  
21 department reviews the Debtors' outside counsel invoices and authorizes all legal fees and expenses  
22 prior to the payment of such fees to outside counsel. In so doing, I assure that all requested fees and  
23 expenses are reasonable and correspond with necessary or beneficial services rendered on behalf of  
24 the Debtors and their estates. The aforementioned review and approval process does not differ when  
25 the Debtors employ outside counsel for non-bankruptcy matters. Moreover, Coblentz has informed  
26 me that the Debtors will be provided with the opportunity to review all invoices and request  
27 adjustments to such invoices to the extent that the Debtors determine that such adjustments are  
28 necessary and appropriate, which requests will be carefully considered by Coblentz.

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I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Dated: June 18, 2019

  
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Janet Loduca